



NOTE CHANGES MADE BY THE COURT.

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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
WESTERN DIVISION

MOLDEX-METRIC, INC., a California corporation,

Plaintiff,

vs.

MCKEON PRODUCTS, INC., a Michigan Corporation and SWEDSAFE AB, a Swedish company,

Defendants.

CASE NO. CV11-01742 GHK (AGR)

STIPULATED PROTECTIVE ORDER

The Hon. George H. King
Complaint Filed: February 28, 2011

NOTE CHANGES MADE BY THE COURT.

1 1. PURPOSES AND LIMITATIONS

2 Disclosure and discovery activity in this action are likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than
5 prosecuting this litigation may be warranted. Accordingly, the parties hereby
6 stipulate to and petition the court to enter the following Stipulated Protective Order.
7 The parties acknowledge that this Order does not confer blanket protections on all
8 disclosures or responses to discovery and that the protection it affords from public
9 disclosure and use extends only to the limited information or items that are entitled
10 to confidential treatment under the applicable legal principles. The parties further
11 acknowledge that this Stipulated Protective Order does not entitle them to file
12 confidential information under seal; Civil Local Rule 79 sets forth the procedures
13 that must be followed and the standards that will be applied when a party seeks
14 permission from the court to file material under seal.

15 2. DEFINITIONS

16 2.1 Challenging Party: a Party or Non-Party that challenges the
17 designation of information or items under this Order.

18 2.2 "CONFIDENTIAL" Information or Items: information
19 (regardless of how it is generated, stored or maintained) or tangible things that
20 qualify for protection under Federal Rule of Civil Procedure 26(c).

21 2.3 Counsel (without qualifier): Outside Counsel of Record and
22 House Counsel (as well as their support staff).

23 2.4 Designated House Counsel: House Counsel who seek access to
24 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" information in this
25 matter.

26 2.5 Designating Party: a Party or Non-Party that designates
27 information or items that it produces in disclosures or in responses to discovery as
28

1 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
2 ONLY.”

3 2.6 Disclosure or Discovery Material: all items or information,
4 regardless of the medium or manner in which it is generated, stored, or maintained
5 (including, among other things, testimony, transcripts, and tangible things), that are
6 produced or generated in disclosures or responses to discovery in this matter.

7 2.7 Expert: a person with specialized knowledge or experience in a
8 matter pertinent to the litigation who (1) has been retained by a Party or its counsel
9 to serve as an expert witness or as a consultant in this action, (2) is not a past or
10 current employee of a Party or of a Party’s competitor, and (3) at the time of
11 retention, is not anticipated to become an employee of a Party or of a Party’s
12 competitor.

13 2.8 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
14 Information or Items: extremely sensitive “Confidential Information or Items,”
15 disclosure of which to another Party or Non-Party would create a substantial risk of
16 serious harm that could not be avoided by less restrictive means.

17 2.9 House Counsel: attorneys who are employees of a party to this
18 action. House Counsel does not include Outside Counsel of Record or any other
19 outside counsel.

20 2.10 Non-Party: any natural person, partnership, corporation,
21 association, or other legal entity not named as a Party to this action.

22 2.11 Outside Counsel of Record: attorneys who are not employees of
23 a party to this action but are retained to represent or advise a party to this action and
24 have appeared in this action on behalf of that party or are affiliated with a law firm
25 which has appeared on behalf of that party.

26 2.12 Party: any party to this action, including all of its officers,
27 directors, employees, consultants, retained experts, and Outside Counsel of Record
28 (and their support staffs).

1 2.13 Producing Party: a Party or Non-Party that produces Disclosure
2 or Discovery Material in this action.

3 2.14 Professional Vendors: persons or entities that provide litigation
4 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
5 demonstrations, and organizing, storing, or retrieving data in any form or medium)
6 and their employees and subcontractors.

7 2.15 Protected Material: any Disclosure or Discovery Material that is
8 designated as "CONFIDENTIAL," or as "HIGHLY CONFIDENTIAL –
9 ATTORNEYS' EYES ONLY."

10 2.16 Receiving Party: a Party that receives Disclosure or Discovery
11 Material from a Producing Party.

12 3. SCOPE

13 The protections conferred by this Stipulation and Order cover not only
14 Protected Material (as defined above), but also (1) any information copied or
15 extracted from Protected Material; (2) all copies, excerpts, summaries, or
16 compilations of Protected Material; and (3) any testimony, conversations, or
17 presentations by Parties or their Counsel that might reveal Protected Material.
18 However, the protections conferred by this Stipulation and Order do not cover the
19 following information: (a) any information that is in the public domain at the time
20 of disclosure to a Receiving Party or becomes part of the public domain after its
21 disclosure to a Receiving Party as a result of publication not involving a violation of
22 this Order, including becoming part of the public record through trial or otherwise;
23 and (b) any information known to the Receiving Party prior to the disclosure or
24 obtained by the Receiving Party after the disclosure from a source who obtained the
25 information lawfully and under no obligation of confidentiality to the Designating
26 Party. Any use of Protected Material at trial shall be governed by a separate
27 agreement or order.

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1 4. DURATION

2 Even after final disposition of this litigation, the confidentiality obligations
3 imposed by this Order shall remain in effect until a Designating Party agrees
4 otherwise in writing or a court order otherwise directs. Final disposition shall be
5 deemed to be the later of (1) dismissal of all claims and defenses in this action, with
6 or without prejudice; and (2) final judgment herein after the completion and
7 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
8 including the time limits for filing any motions or applications for extension of time
9 pursuant to applicable law.

10 5. DESIGNATING PROTECTED MATERIAL

11 5.1 Exercise of Restraint and Care in Designating Material for
12 Protection. Each Party or Non-Party that designates information or items for
13 protection under this Order must take care to limit any such designation to specific
14 material that qualifies under the appropriate standards. To the extent it is practical
15 to do so, the Designating Party must designate for protection only those parts of
16 material, documents, items, or oral or written communications that qualify – so that
17 other portions of the material, documents, items, or communications for which
18 protection is not warranted are not swept unjustifiably within the ambit of this
19 Order.

20 Mass, indiscriminate, or routinized designations are prohibited. Designations
21 that are shown to be clearly unjustified or that have been made for an improper
22 purpose (e.g., to unnecessarily encumber or retard the case development process or
23 to impose unnecessary expenses and burdens on other parties) expose the
24 Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it
26 designated for protection do not qualify for protection at all or do not qualify for the
27 level of protection initially asserted, that Designating Party must promptly notify all
28 other parties that it is withdrawing the mistaken designation.

1 5.2 Manner and Timing of Designations. Except as otherwise
2 provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as
3 otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for
4 protection under this Order must be clearly so designated before the material is
5 disclosed or produced.

6 Designation in conformity with this Order requires:

7 (a) for information in documentary form (e.g., paper or
8 electronic documents, but excluding transcripts of depositions or other pretrial or
9 trial proceedings), that the Producing Party affix the legend "CONFIDENTIAL" or
10 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to every page of any
11 document that contains protected material. Upon a specific request from a Receiving
12 Party, the portion or portions of the material on each page of any document that
13 qualifies for protection, the Producing Party shall identify the protected portion(s)
14 (e.g., by making appropriate markings in the margins) and shall specify, for each
15 portion, the level of protection being asserted.

16 A Party or Non-Party that makes original documents or materials available for
17 inspection need not designate them for protection until after the inspecting Party has
18 indicated which material it would like copied and produced. During the inspection
19 and before the designation, all of the material made available for inspection shall be
20 deemed "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY." After the
21 inspecting Party has identified the documents it wants copied and produced, the
22 Producing Party must determine which documents, or portions thereof, qualify for
23 protection under this Order. Then, before producing the specified documents, the
24 Producing Party must affix the appropriate legend ("CONFIDENTIAL" or
25 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" to every page of any
26 document that contains Protected Material. Upon a specific request from a
27 Receiving Party, the portion or portions of the material on each page of any
28 document that qualifies for protection, the Producing Party shall identify the

1 protected portion(s) (e.g., by making appropriate markings in the margins) and shall
2 specify, for each portion, the level of protection being asserted.

3 (b) for testimony given in deposition or in other pretrial or
4 trial proceedings, that the Designating Party identify on the record, before the close
5 of the deposition, hearing, or other proceeding, all protected testimony and specify
6 the level of protection being asserted. When it is impractical to identify separately
7 each portion of testimony that is entitled to protection and it appears that substantial
8 portions of the testimony may qualify for protection, the Designating Party may
9 invoke on the record (before the deposition, hearing, or other proceeding is
10 concluded) a right to have up to 21 days from receipt of a final transcript to identify
11 the specific portions of the testimony as to which protection is sought and to specify
12 the level of protection being asserted. Only those portions of the testimony that are
13 appropriately designated for protection within the 21 days shall be covered by the
14 provisions of this Stipulated Protective Order. Alternatively, a Designating Party
15 may specify, at the deposition or up to 21 days afterwards if that period is properly
16 invoked, that the entire transcript shall be treated as "CONFIDENTIAL" or
17 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY."

18 Parties shall give the other parties notice if they reasonably expect a
19 deposition, hearing or other proceeding to include Protected Material so that the
20 other parties can ensure that only authorized individuals who have signed the
21 "Acknowledgment and Agreement to Be Bound" (Exhibit A) are present at those
22 proceedings. The use of a document as an exhibit at a deposition shall not in any
23 way affect its designation as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL –
24 ATTORNEYS' EYES ONLY."

25 Transcripts containing Protected Material shall have an obvious legend on the
26 title page that the transcript contains Protected Material, and the title page shall be
27 followed by a list of all pages (including line numbers as appropriate) that have been
28 designated as Protected Material and the level of protection being asserted by the

1 Designating Party. The Designating Party shall inform the court reporter of these
2 requirements. Any transcript that is prepared before the expiration of a 21-day
3 period for designation shall be treated during that period as if it had been designated
4 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
5 otherwise agreed. After the expiration of that period, the transcript shall be treated
6 only as actually designated.

7 (c) for information produced in some form other than
8 documentary and for any other tangible items, that the Producing Party affix in a
9 prominent place on the exterior of the container or containers in which the
10 information or item is stored the legend “CONFIDENTIAL” or “HIGHLY
11 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only a portion or portions of
12 the information or item warrant protection, the Producing Party, to the extent
13 practicable, shall identify the protected portion(s) and specify the level of protection
14 being asserted.

15 5.3 Inadvertent Failures to Designate. If timely corrected, an
16 inadvertent failure to designate qualified information or items does not, standing
17 alone, waive the Designating Party’s right to secure protection under this Order for
18 such material. Upon timely correction of a designation, the Receiving Party must
19 make reasonable efforts to assure that the material is treated in accordance with the
20 provisions of this Order.

21 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

22 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
23 designation of confidentiality at any time. Unless a prompt challenge to a
24 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
25 substantial unfairness, unnecessary economic burdens, or a significant disruption or
26 delay of the litigation, a Party does not waive its right to challenge a confidentiality
27 designation by electing not to mount a challenge promptly after the original
28 designation is disclosed.

1 6.2 Meet and Confer. The Challenging Party shall initiate the
2 dispute resolution process by providing written notice of each designation it is
3 challenging and describing the basis for each challenge. To avoid ambiguity as to
4 whether a challenge has been made, the written notice must recite that the challenge
5 to confidentiality is being made in accordance with this specific paragraph of the
6 Protective Order. The parties shall attempt to resolve each challenge in good faith
7 in accordance with Civil Local Rule 37. In conferring, the Challenging Party must
8 explain the basis for its belief that the confidentiality designation was not proper and
9 must give the Designating Party an opportunity to review the designated material, to
10 reconsider the circumstances, and, if no change in designation is offered, to explain
11 the basis for the chosen designation.

12 6.3 Judicial Intervention. If the Parties cannot resolve a challenge
13 without court intervention, the Designating Party shall file and serve a Joint
14 Stipulation to retain confidentiality in accordance with Civil Local Rule 37. Failure
15 by the Designating Party to provide its portion of the Joint Stipulation to the
16 Challenging Party within 7 days following the conference of counsel shall
17 automatically waive the confidentiality designation for each challenged designation.
18 In addition, the Challenging Party may file a Joint Stipulation challenging a
19 confidentiality designation at any time if there is good cause for doing so, including
20 a challenge to the designation of a deposition transcript or any portions thereof.

21 The burden of persuasion in any such challenge proceeding shall be on the
22 Designating Party. Frivolous challenges and those made for an improper purpose
23 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may
24 expose the Challenging Party to sanctions. Unless the Designating Party has waived
25 the confidentiality designation by failing to file a Joint Stipulation to retain
26 confidentiality as described above, all parties shall continue to afford the material in
27 question the level of protection to which it is entitled under the Producing Party's
28 designation until the court rules on the challenge.

1 7. ACCESS TO AND USE OF PROTECTED MATERIAL

2 7.1 Basic Principles. A Receiving Party may use Protected Material
3 that is disclosed or produced by another Party or by a Non-Party in connection with
4 this case only for prosecuting, defending, or attempting to settle this litigation. Such
5 Protected Material may be disclosed only to the categories of persons and under the
6 conditions described in this Order. When the litigation has been terminated, a
7 Receiving Party must comply with the provisions of section 13 below (FINAL
8 DISPOSITION).

9 Protected Material must be stored and maintained by a Receiving Party at a
10 location and in a secure manner that ensures that access is limited to the persons
11 authorized under this Order.

12 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
13 otherwise ordered by the court or permitted in writing by the Designating Party, a
14 Receiving Party may disclose any information or item designated
15 "CONFIDENTIAL" only to:

16 (a) the Receiving Party's Outside Counsel of Record in this
17 action, as well as employees of said Outside Counsel of Record to whom it is
18 reasonably necessary to disclose the information for this litigation and who have
19 signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto
20 as Exhibit A;

21 (b) the officers, directors, and employees (including House
22 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
23 litigation and who have signed the "Acknowledgment and Agreement to Be Bound"
24 (Exhibit A);

25 (c) Experts (as defined in this Order) of the Receiving Party to
26 whom disclosure is reasonably necessary for this litigation and who have signed the
27 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

28 (d) the court and its personnel;

1 (e) court reporters and their staff, professional jury or trial
2 consultants, and Professional Vendors to whom disclosure is reasonably necessary
3 for this litigation and who have signed the "Acknowledgment and Agreement to Be
4 Bound" (Exhibit A);

5 (f) during their depositions, witnesses in the action to whom
6 disclosure is reasonably necessary and who have signed the "Acknowledgment and
7 Agreement to Be Bound" (Exhibit A), unless otherwise agreed by the Designating
8 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
9 to depositions that reveal Protected Material must be separately bound by the court
10 reporter and may not be disclosed to anyone except as permitted under this
11 Stipulated Protective Order.

12 (g) the author or recipient of a document containing the
13 information or a custodian or other person who otherwise possessed or knew the
14 information.

15 7.3 Disclosure of "HIGHLY CONFIDENTIAL – ATTORNEYS'
16 EYES ONLY" Unless otherwise ordered by the court or permitted in writing by the
17 Designating Party, a Receiving Party may disclose any information or item
18 designated "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" only to:

19 (a) the Receiving Party's Outside Counsel of Record in this
20 action, as well as employees of said Outside Counsel of Record to whom it is
21 reasonably necessary to disclose the information for this litigation and who have
22 signed the "Acknowledgment and Agreement to Be Bound" that is attached hereto
23 as Exhibit A;

24 ~~(b) Two Designated House Counsel of the Receiving Party (1)~~
25 ~~whom disclosure is reasonably necessary for this litigation, and (2) who has signed~~
26 ~~the "Acknowledgment and Agreement to Be Bound" (Exhibit A);~~

27 (c) Experts of the Receiving Party (1) to whom disclosure is
28 reasonably necessary for this litigation, (2) who have signed the "Acknowledgment

1 and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set
2 forth in paragraph 7.4(a), below, have been followed;

3 (d) the court and its personnel;

4 (e) court reporters and their staff, professional jury or trial
5 consultants, mock jurors, and Professional Vendors to whom disclosure is
6 reasonably necessary for this litigation and who have signed the “Acknowledgment
7 and Agreement to Be Bound” (Exhibit A); and

8 (f) the author or recipient of a document containing the
9 information or a custodian or other person who otherwise possessed or knew the
10 information.

11 7.4 Procedures for Approving or Objecting to Disclosure of
12 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or
13 Items to Designated House Counsel or Experts.

14 (a) Unless otherwise ordered by the court or agreed to in
15 writing by the Designating Party, a Party that seeks to disclose to an Expert (as
16 defined in this Order) any information or item that has been designated “HIGHLY
17 CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to paragraph 7.3(c)
18 first must make a written request to the Designating Party that (1) identifies the
19 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
20 information that the Receiving Party seeks permission to disclose to the Expert, (2)
21 sets forth the full name of the Expert and the city and state of his or her primary
22 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the
23 Expert’s current employer(s), (5) identifies each person or entity from whom the
24 Expert has received compensation or funding for work in his or her areas of
25 expertise or to whom the expert has provided professional services, including in
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1 connection with a litigation, at any time during the preceding five years,¹ and (6)
2 identifies (by name and number of the case, filing date, and location of court) any
3 litigation in connection with which the Expert has offered expert testimony,
4 including through a declaration, report, or testimony at a deposition or trial, during
5 the preceding four years.

6 (b) A Party that makes a request and provides the information
7 specified in the preceding respective paragraphs may disclose the subject Protected
8 Material to the identified Expert unless, within 14 days of delivering the request, the
9 Party receives a written objection from the Designating Party. Any such objection
10 must set forth in detail the grounds on which it is based.

11 (c) A Party that receives a timely written objection must meet
12 and confer with the Designating Party (through direct voice to voice dialogue) to try
13 to resolve the matter by agreement in accordance with Civil Local Rule 37. If no
14 agreement is reached, the Party seeking to make the disclosure to the Expert may
15 file a Joint Stipulation as provided in Civil Local Rule 37 seeking permission from
16 the court to do so. Any such Joint Stipulation must describe the circumstances with
17 specificity, set forth in detail the reasons why the disclosure to the Expert is
18 reasonably necessary, assess the risk of harm that the disclosure would entail, and
19 suggest any additional means that could be used to reduce that risk.

20 In any such proceeding, the Party opposing disclosure to the Expert shall bear
21 the burden of proving that the risk of harm that the disclosure would entail (under
22 the safeguards proposed) outweighs the Receiving Party's need to disclose the
23 Protected Material to its Expert.

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26 ¹ If the Expert believes any of this information is subject to a confidentiality
27 obligation to a third- party, then the Expert should provide whatever information the
28 Expert believes can be disclosed without violating any confidentiality agreements,
and the Party seeking to disclose to the Expert shall be available to meet and confer
with the Designating Party regarding any such engagement.

1 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
2 PRODUCED IN OTHER LITIGATION

3 If a Party is served with a subpoena or a court order issued in other litigation
4 that compels disclosure of any information or items designated in this action as
5 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
6 ONLY” that Party must:

7 (a) promptly notify in writing the Designating Party. Such
8 notification shall include a copy of the subpoena or court order;

9 (b) promptly notify in writing the party who caused the
10 subpoena or order to issue in the other litigation that some or all of the material
11 covered by the subpoena or order is subject to this Protective Order. Such
12 notification shall include a copy of this Stipulated Protective Order; and

13 (c) cooperate with respect to all reasonable procedures sought
14 to be pursued by the Designating Party whose Protected Material may be affected.²

15 If the Designating Party timely seeks a protective order, the Party served with
16 the subpoena or court order shall not produce any information designated in this
17 action as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
18 EYES ONLY” before a determination by the court from which the subpoena or
19 order issued, unless the Party has obtained the Designating Party’s permission. The
20 Designating Party shall bear the burden and expense of seeking protection in that
21 court of its confidential material – and nothing in these provisions should be
22 construed as authorizing or encouraging a Receiving Party in this action to disobey a
23 lawful directive from another court.

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26 ² The purpose of imposing these duties is to alert the interested parties to the
27 existence of this Protective Order and to afford the Designating Party in this case an
28 opportunity to try to protect its confidentiality interests in the court from which the
 subpoena or order issued.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information
4 produced by a Non-Party in this action and designated as "CONFIDENTIAL" or
5 "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY" ^{upon request by the Non-Party.} Such information
6 produced by Non-Parties in connection with this litigation is protected by the
7 remedies and relief provided by this Order. Nothing in these provisions should be
8 construed as prohibiting a Non-Party from seeking additional protections.

9 (b) In the event that a Party is required, by a valid discovery
10 request, to produce a Non-Party's confidential information in its possession, and the
11 Party is subject to an agreement with the Non-Party not to produce the Non-Party's
12 confidential information, then the Party shall:

13 1. promptly notify in writing the Requesting Party and
14 the Non-Party that some or all of the information requested is subject to a
15 confidentiality agreement with a Non- Party;

16 2. promptly provide the Non-Party with a copy of the
17 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a
18 reasonably specific description of the information requested; and

19 3. make the information requested available for
20 inspection by the Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order
22 from this court within 14 days of receiving the notice and accompanying
23 information, the Receiving Party may produce the Non-Party's confidential
24 information responsive to the discovery request. If the Non-Party timely seeks a
25 protective order, the Receiving Party shall not produce any information in its
26 possession or control that is subject to the confidentiality agreement with the Non-

1 Party before a determination by the court.³ Absent a court order to the contrary, the
2 Non-Party shall bear the burden and expense of seeking protection in this court of its
3 Protected Material.

4 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

5 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
6 Protected Material to any person or in any circumstance not authorized under this
7 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
8 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
9 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
10 persons to whom unauthorized disclosures were made of all the terms of this Order,
11 and (d) request such person or persons to execute the "Acknowledgment and
12 Agreement to Be Bound" that is attached hereto as Exhibit A.

13 11. INADVERTENT PRODUCTION OF PRIVILEGED OR
14 OTHERWISE PROTECTED MATERIAL

15 If information is produced in discovery that is subject to a claim of privilege
16 or of protection as trial-preparation material, the party making the claim may notify
17 any party that received the information of the claim and the basis for it. After being
18 notified, a party must promptly return or destroy the specified information and any
19 copies it has and may not sequester, use or disclose the information until the claim is
20 resolved. This includes a restriction against presenting the information to the court
21 for a determination of the claim. This provision is not intended to modify whatever
22 procedure may be established in an e-discovery order that provides for production
23 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
24 (e), insofar as the parties reach an agreement on the effect of disclosure of a
25 communication or information covered by the attorney-client privilege or work

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27 ³ The purpose of this provision is to alert the interested parties to the existence of
28 confidentiality rights of a Non-Party and to afford the Non-Party an opportunity to
protect its confidentiality interests in this court.

1 product protection, the parties may incorporate their agreement in the stipulated
2 protective order submitted to the court.

3 12. MISCELLANEOUS

4 12.1 Right to Further Relief. Nothing in this Order abridges the right
5 of any person to seek its modification by the court in the future.

6 12.2 Right to Assert Other Objections. By stipulating to the entry of
7 this Protective Order no Party waives any right it otherwise would have to object to
8 disclosing or producing any information or item on any ground not addressed in this
9 Stipulated Protective Order. Similarly, no Party waives any right to object on any
10 ground to use in evidence of any of the material covered by this Protective Order.

11 12.3 Filing Protected Material. Without written permission from the
12 Designating Party or a court order secured after appropriate notice to all interested
13 persons, a Party may not file in the public record in this action any Protected
14 Material. A Party that seeks to file under seal any Protected Material must comply
15 with Civil Local Rule 79. Protected Material may only be filed under seal pursuant
16 to a court order authorizing the sealing of the specific Protected Material at issue.
17 Pursuant to Civil Local Rule 79, a sealing order will issue only upon a request
18 establishing that the Protected Material at issue is privileged, protectable as a trade
19 secret, or otherwise entitled to protection under the law. If a Receiving Party's
20 request to file Protected Material under seal pursuant to Civil Local Rule 79 is
21 denied by the court, then the Receiving Party may file the Protected Material in the
22 public record pursuant to Civil Local Rule 79 unless otherwise instructed by the
23 court.

24 13. FINAL DISPOSITION

25 Within 60 days after the final disposition of this action, as defined in
26 paragraph 4, each Receiving Party must return all Protected Material to the
27 Producing Party or destroy such material. As used in this subdivision, "all Protected
28 Material" includes all copies, abstracts, compilations, summaries, and any other

1 format reproducing or capturing any of the Protected Material. Whether the
2 Protected Material is returned or destroyed, the Receiving Party must submit a
3 written certification to the Producing Party (and, if not the same person or entity, to
4 the Designating Party) by the 60 day deadline that (1) identifies (by category, where
5 appropriate) all the Protected Material that was returned or destroyed and (2) affirms
6 that the Receiving Party has not retained any copies, abstracts, compilations,
7 summaries or any other format reproducing or capturing any of the Protected
8 Material. Notwithstanding this provision, Counsel are entitled to retain an archival
9 copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal
10 memoranda, correspondence, deposition and trial exhibits, expert reports, attorney
11 work product, and consultant and expert work product, even if such materials
12 contain Protected Material. Any such archival copies that contain or constitute
13 Protected Material remain subject to this Protective Order as set forth in Section 4
14 (DURATION).

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21 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

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23 DATED: Sept. __, 2011

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

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By _____
Harold A. Barza
Joseph M. Paunovich
Attorneys for Plaintiff Moldex-Metric, Inc.

1 DATED: Sept. __, 2011

SEDGWICK LLP

By

Robert F. Helfing
Heather L. McCloskey
Attorneys for Defendant McKeon Products,
Inc.

7 PURSUANT TO STIPULATION, IT IS SO ORDERED.

9 DATED: November 7, 2011

Alicia L. Rosenberg
Honorable George H. King
United States District Court Judge
Magistrate

1 EXHIBIT A

2 ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

3 I, _____ [print or type full name], of _____
4 [print or type full address], declare under penalty of perjury that I have read in its
5 entirety and understand the Stipulated Protective Order that was issued by the
6 United States District Court for the Central District of California on _____ [date]
7 in the case of Moldex-Metric, Inc. v. McKeon Products, Inc. and SwedSafe AB,
8 Case No. CV11-01742 GHK (AGR). I agree to comply with and to be bound by all
9 the terms of this Stipulated Protective Order and I understand and acknowledge that
10 failure to so comply could expose me to sanctions and punishment in the nature of
11 contempt. I solemnly promise that I will not disclose in any manner any
12 information or item that is subject to this Stipulated Protective Order to any person
13 or entity except in strict compliance with the provisions of this Order.

14 I further agree to submit to the jurisdiction of the United States District Court
15 for the Central District of California for the purpose of enforcing the terms of this
16 Stipulated Protective Order, even if such enforcement proceedings occur after
17 termination of this action.

18 I hereby appoint _____ [print or type full name] of
19 _____ [print or type full address and telephone
20 number] as my California agent for service of process in connection with this action
21 or any proceedings related to enforcement of this Stipulated Protective Order.

22
23 Date:

24 City and State where sworn and signed:

25 Printed name:

[printed name]

26
27 Signature:

[signature name]